

**SERIAL 09138 ITN COMMUNITY ACTION PROGRAMS**  
**Contract - Tempe Community Action Agency**

**DATE OF LAST REVISION: May 11, 2011**

**CONTRACT END DATE: June 30, 2011**

**CONTRACT PERIOD THROUGH JUNE 31, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMMUNITY ACTION PROGRAMS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 23, 2010 (Eff. 07/01/10)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Materials Management

JM/mm  
Attach

Copy to: Materials Management  
**Marge Leyvas**, Human Services



## CONTRACT PURSUANT TO ITN

### COMMUNITY ACTION PROGRAMS

**SERIAL 09138-ITN**

This Contract is entered into this **23rd** day of **June, 2010** by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Tempe Community Action Agency, Inc;** an Arizona corporation ("Contractor") for the provision of a Community Action Program in the Central East Community Service Area.

#### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 1<sup>st</sup> day of July, 2010 and ending the 30<sup>th</sup> day of June, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

#### 2.0 PAYMENTS:

- 2.1 On or before the tenth (10<sup>th</sup>) working day of the month following a month of service delivery, upon receipt of a proper invoice from Contractor for services provided and as consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 2.3 INVOICES:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.3.5 Should the County make a disallowance in the invoice, the invoice will be processed for the reduced amount. If the Contractor disputes the amount or the reasons for a disallowance, the dispute shall be construed as a contract dispute concerning a question of fact within the meaning of the 'Disputes' clause of this Contract.

### **3.0 AVAILABILITY OF FUNDS:**

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

### **4.0 DUTIES:**

- 4.1 The Contractor shall perform all duties stated in Exhibit "B" Scope of Work, or as otherwise directed in writing by the Procurement Officer.
- 4.2 Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall immediately notify the Procurement Officer in writing.

### **5.0 TERMS and CONDITIONS:**

#### **5.1 INDEMNIFICATION:**

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

**5.2 INSURANCE REQUIREMENTS:**

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**5.2.10 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**5.2.11 Workers' Compensation.**

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**5.2.12 Certificates of Insurance.**

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**5.2.13 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**5.3 WARRANTY OF SERVICES:**

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

- 5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**5.4 CONTRACT COMPLIANCE MONITORING**

The County will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

**5.5 DRUG-FREE WORKPLACE ACT:**

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

**5.6 INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

**5.7 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Tempe Community Action Agency, Inc.  
Community Action Program  
2150 E. Orange Street  
Tempe, AZ 85281

**5.8 REQUIREMENTS CONTRACT:**

- 5.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

- 5.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.8.3 Purchase orders will be cancelled in writing.

**5.9 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**5.10 TERMINATION FOR DEFAULT:**

5.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**5.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**5.12 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**5.13 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**5.14 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**5.15 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**5.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**5.17 RETENTION OF RECORDS:**

5.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**5.18 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**5.19 ALTERNATIVE DISPUTE RESOLUTION:**

5.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.19.1.1 Render a decision;

5.19.1.2 Notify the parties that the exhibits are available for retrieval; and



5.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**5.20 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**5.21 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**5.22 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

5.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, (Pub. L. No. 99-603) ("IRCA") as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

5.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

5.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**5.25 CONTRACTOR LICENSE REQUIREMENT:**

5.25.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**5.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

5.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

- 5.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**5.27 CHANGES:**

- 5.27.1 The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:

5.27.1.1 Description of services to be performed;

5.27.1.2 Time of performance (i.e., hours of the day, days of the week, etc.); and

5.27.1.3 Place of performance of the services.

- 5.27.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.

- 5.27.3 The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.

- 5.27.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.

- 5.27.5 Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

- 5.27.6 The Contractor shall notify the MCHSD CSD Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

5.27.6.1 Contractor staff funded through this Contract;

5.27.6.2 Contractor-authorized signatory;

5.27.6.3 Contractor address, phone, fax, email addresses; or

5.27.6.4 Contractor's contact person to whom contract notices should be sent.

**5.28 COMPUTER HARDWARE/SOFTWARE:**

The Contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between County and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, Contractor shall submit an inventory of all County provided hardware and/or software to the MCHSD Community Services Division Assistant Director.

**5.29 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**5.30 BOND REQUIREMENT:**

- 5.30.1 The Contractor shall not receive any initial reimbursements under this Contract in an amount greater than the Contractor's bonding limit. Contractor shall provide the Contract Administrator with documentation of required bonding.
- 5.30.2 Contractor shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement whichever is greater.
- 5.30.3 Bonding requirements shall prevail throughout the term of this contract.

**5.31 OFFICIALS NOT TO BENEFIT:**

No member of the Department,, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner will be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit

**5.32 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:**

- 5.32.1 The Contractor shall, during the term of this Contract, immediately inform the Contract Administrator in writing of the award of any other contract or grant including any other contract or grant awarded by the Department where the award of such contract or grant may affect either the direct or indirect costs being paid / reimbursed under this Contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and the Department shall have the right to annul this Contract without liability.
- 5.32.2 The Contract Administrator may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the Contract Administrator the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 5.32.3 If the Contract Administrator determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the Contract Administrator will prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

**5.33 EQUAL EMPLOYMENT OPPORTUNITY:**

- 5.33.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.
- 5.33.2 The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336), and as may be amended. The Contractor shall comply with the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

**5.34 FINANCIAL MANAGEMENT**

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all

assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the Department in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

**5.35 FINGERPRINTING**

The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract. For reference, these provisions include, but are not limited to, the following:

- 5.35.1 Personnel who are employed by the Contractor or subcontractor whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to DES/EA for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.
- 5.35.2 The requesting party shall assume costs of fingerprint checks and may charge these costs to its fingerprinted personnel. As identified in the Master Grant Agreement, all or part of the costs of fingerprint checks may be included as an allowable cost.
- 5.35.3 Except as provided in A.R.S. §46-141 (as may be amended), this Contract may be cancelled or terminated immediately if a person employed by the Contractor or subcontractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:
  - 5.35.3.1 Sexual abuse of a minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child.
  - 5.35.3.2 Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.
- 5.35.4 Personnel who are employed by the Contractor, whether paid or not, and who is required or allowed to provide services directly to juveniles shall certify on forms provided by the State and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
- 5.35.5 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by the State and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 5.35.6 Federally recognized Indian tribes or military bases may submit and the State shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. §46-141(H) (as may be amended).
- 5.35.7 Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without

supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.

5.35.8 The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.

5.35.9 The requirements of subsections 1 through 8 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification forms in connection with that employment.

5.36 GOVERNOR'S EXECUTIVE ORDER NO. 88-26:

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

5.37 GRIEVANCE PROCEDURE:

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

5.38 INDEPENDENT AUDITOR FINANCIAL REPORT:

A copy of the Contractor's Annual Independent Auditor's Report for the term of the Contract must be submitted to the Department when it becomes available.

5.39 LOBBYING:

5.39.1 The Contractor certifies to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.39.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.39.3 The Contractor shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.39.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**5.40 MINIMUM WAGE REQUIREMENTS:**

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

**5.41 OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. The provision applies to work performed by subcontractors at all tiers.

**5.42 POLITICAL ACTIVITY PROHIBITED:**

None of the funds, materials, property or services contributed by the Department or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

**5.43 RECOGNITION OF DEPARTMENT SUPPORT:**

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

**5.44 RELIGIOUS ACTIVITY COSTS:**

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

**5.45 SAFEGUARDING OF PARTICIPANT/CLIENT INFORMATION:**

The use of disclosure by any party of any information concerning an applicant for, or recipient of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

**5.46 SINGLE AUDIT ACT REQUIREMENTS:**

Contractors in receipt of Federal funds through the Department are subject to Federal audit requirements according to P.L. 98-502, "The Single Audit Act". The Contractor shall comply with OMB A-133 by contracting for A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to the other party Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the nine (9) months following the close of the fiscal year. Contractor shall take corrective actions within six (6) months of the date of receipt of the reports. Contractor shall consider sanctions as described in section 17 OMB A-128 for non compliance with the audit requirements.

**5.47 STAFF AND VOLUNTEER TRAINING:**

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

**5.48 TECHNICAL ASSISTANCE:**

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

**5.49 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse The Department for the services not supported and documented.

**5.50 ALLOCATION OF FUNDING:**

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

**5.51 PURPOSE:**

Contractors shall perform the work and provide the services as defined in the work statement narratives. Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall notify the MCHSD Community Services Division Assistant Director as defined in the General Provisions Termination Clauses in writing.

**5.52 EFFECT:**

To the extent that the Special Provisions are in conflict with the General Provisions, the special Provisions shall control. To the extent that the Work Statement(s) and the Special or General provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

**5.53 CHANGES ORIGINATED BY THE DEPARTMENT:**

The MCHSD Community Services Division Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

**5.53.1 Specific program rules, regulations, application procedures**

These changes will be communicated in writing to subcontractor agency directors through revisions to the Maricopa County Human Services Department/Community Services Division Program Policy & Procedure Handbook and through written memorandums.

**5.53.2 Minor work statement revisions.**

These changes will be communicated in writing to the subcontractor agency directors through written memorandums.

**5.53.3 Administrative requirements such as reporting criteria.**



These changes will be communicated in writing to subcontractor agency directors through written memorandums.

**5.53.4 Budget Adjustments.**

If changes do not result in an increase or reduction of the total contract budget amount, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Community Services Division Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total contract budget will require a formal contract amendment.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the dispute clause of the contract General Provisions and shall be adjusted accordingly.

**5.54 CONTRACTOR CHANGES:**

The Contractor is required to notify the MCHSD Community Services Division Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- agency staff funded with this contract
- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom contract notices should be sent

**5.55 DEPARTMENT DETERMINATIONS:**

The Department reserves the right to increase or decrease contractor's budget or scope of work for any and all work statement based on over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff.

**5.56 RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS:**

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/CSD Operations Manager or Assistant Director.

**5.57 DATA COLLECTION AND MANAGEMENT:**

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

**5.58 COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES:**

The Contractor will be required to cooperate in needs assessments, training required by MCHSD CSD and planning and outcome measurement initiatives.

**5.59 REPORTING REQUIREMENTS:**

Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10<sup>th</sup> working day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 10<sup>th</sup> working day following the end of a

month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

No later than the designated date, to be determined by the Department, following the termination of this contract, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

**5.60 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:**

If providing direct services to children or vulnerable adults, the following shall apply:

5.60.1 Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors and volunteers, whether paid or not, who provide direct services to children or vulnerable adults.

5.60.2 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.60.3 Within twenty (20) days of contract award, the Contractor shall submit the "*Request for Search of Central Registry for Employment*" to the Department for each employee and subcontract employee whether paid or not, who are providing direct services to children or vulnerable adults.

5.60.4 By the date of hire, new employees, subcontractors and volunteers, whether paid or not, shall be submitted to the Central Registry by the Contractor. Individuals shall not provide direct services to Department clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to Department clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to Department clients. Proof of submittal to the Central Registry must be submitted to the Department. Results of the Central Registry background checks must be submitted to the Department within five (5) days of receipt by Contractor.

5.60.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for six (6) years after termination of the Contract.

**5.61 CODE OF CONDUCT:**

The Contractor shall avoid any action that might create or result in the appearance of:

5.61.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract.

5.61.2 Acted on behalf of the County without appropriate authorization.

5.61.3 Provided favorable or unfavorable treatment to anyone.

5.61.4 Made a decision on behalf of the County that exceeded its authority, could result in impartiality, or have a political consequence for the County.

5.61.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of The Department.

5.61.6 Loss of impartiality when advising The Department.

**5.62 LEVEL OF SERVICES:**

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

The Department makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

**5.63 PANDEMIC CONTRACTUAL PERFORMANCE:**

5.63.1 The Department shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The Department may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

5.63.1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

5.63.1.2 Alternative methods to ensure there are services or products in the supply chain.

5.63.1.3 An up to date list of agency contacts and organizational chart.

5.63.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, The Department shall have the following rights:

5.63.2.1 After the official declaration of a pandemic, the Department may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

5.63.2.2 The Department shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

5.63.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided contract(s).

**5.64 PAYMENT RECOUPMENT:**

5.64.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

5.64.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.

5.64.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.

- 5.64.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
- 5.64.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 5.64.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these Special Provisions.
- 5.64.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.
- 5.64.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception.
- 5.64.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.
- 5.64.1.9 Any payments made for services rendered before the contract begin date or after the contract termination date.

**5.65 PERSONNEL:**

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

**5.66 TRANSITION OF ACTIVITIES:**

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor, under this contract, shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**5.67 UNALLOWABLE COSTS:**

- 5.67.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
  - 5.67.1.1 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
  - 5.67.1.2 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**5.68 SUBSTANTIAL INTEREST DISCLOSURE:**

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

**5.69 COPYRIGHTS:**

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

**5.70 PATENTS:**

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**5.71 NONDISCRIMINATION:**

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

**5.72 COMPETITIVE BID REQUIREMENTS:**

5.72.1 If this Agreement is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

5.72.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations. The Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

5.72.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Department Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

**5.73 SUPPLIES:**

If this Agreement is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Contractor obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

**5.74 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES:**

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement

**5.75 PROPERTY:**

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

**5.76 EMPLOYMENT DISCLAIMER:**

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

**5.77 DATA COLLECTION AND MANAGEMENT:**

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

**5.78 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

- 5.78.1 Exhibit A; Operating Service Budget
- 5.78.2 Exhibit B; Scope of Services - Community Action Program
- 5.78.3 Exhibit B-1; Scope of Services - Financial And Crisis Case Management Services
- 5.78.4 Exhibit C, (CSA Map)
- 5.78.5 Exhibit D, Location Chart

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**



AUTHORIZED SIGNATURE

*Elizabeth Fiorenza, Executive Director*

PRINTED NAME AND TITLE

*250 E Orange St., Tempe, AZ 85281*

ADDRESS

*5/27/10*

DATE

**MARICOPA COUNTY**

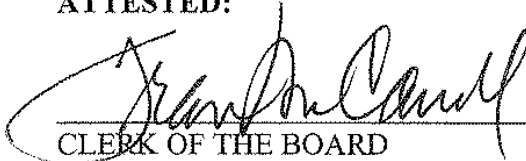


CHAIRMAN, BOARD OF SUPERVISORS

*JUN 23 2010*

DATE

**ATTESTED:**



CLERK OF THE BOARD

*JUN 23 2010*

DATE

**APPROVED AS TO FORM:**



LEGAL COUNSEL

*June 10 2010*

DATE

# EXHIBIT A

## ITEMIZED SERVICE BUDGET

Contract Operating Budget - MCHSD July 1, 2010 to June 30, 2011

CONTRACTOR: Tempe Community Action Agency Inc.

-	-	-	-	-	-	-	-
Service: 1) Community Services and 2) Case Management & Emergency Services							-

### Revenue Sources

MCHSD (CSBG, CSBG ARRA, SSBG, TANF, LIHEAP & County) *	-272,734.00
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Total Revenues	-272,734.00
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Budget Categories	-	-	-	-	-	-	-
Personnel / ERE							-258,099.00
Operating							-11,850.00
Travel							-2,785.00
Total Expenses							-272,734.00
-	-	-	-	-	-	-	-

\*Funding will be allocated internally on a monthly basis by the Human Services Department/Office of Financial Services. Funds utilized may include CSBG (93.569), CSBG ARRA (93.710), SSBG (93.667), TANF (93.558), LIHEAP (93.568), and County Funds, based on fund availability.



**EXHIBIT A**  
**ITEMIZED SERVICE BUDGET**

**Contract Operating Budget - MCHSD      July 1, 2010 to June 30, 2011**

**CONTRACTOR:      Tempe Community Action Agency**

**Service: 1) Community Services and 2) Case Management & Emergency Services**

**Revenue Sources**

**MCHSD FUNDS\***

Formula: FY2011	272,734.00
Formula: Increase	97,396.00
Minigrant	5,600.00
Equipment grant	950.00

<b>Total Revenues</b>	<b>376,680.00</b>
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**Budget Categories**

<b>Personnel / ERE</b>	<b>355,494.00</b>
<b>Travel/Materials &amp; Supplies/Operating Services</b>	<b>21,186.00</b>
	<b>-</b>
<b>Total Expenses</b>	<b>376,680.00</b>

**\*Funding will be allocated internally on a monthly basis**

**by the Human Services Department/Office of Financial Services.**

**Funds utilized may include CSBG( 93.569),CSBG ARRA(93.710) ,SSBG (93.667)**

**TANF(93.558),LIHEAP(93.568),and County Fund based on fund availability.**

**EXHIBIT B**

**SCOPE OF SERVICES**

**COMMUNITY ACTION PROGRAM**

**1.0 INTENT:**

Community Action Program provides a range of services to strengthen community capabilities so that these services and activities have a measurable and significant impact on the causes and conditions of poverty in the community, are innovative and effective community-based approaches to attacking the causes of poverty, and encourage maximum participation of the low-income population. Services and projects should be specifically linked to the Community Services Block Grant Problem Areas including Economic Asset and Utilization, Linkages and Coordination, Community-wide Partnerships, Civic Investment and Empowerment, Community Improvement and Revitalization, Child and Family Development, Self-Sufficiency, Emergency Assistance, Nutrition and Hunger, Employment, Housing and Education.

**2.0 UNIT OF SERVICE:**

Units of service vary depending on the types of activities conducted. Additionally, one completed quarterly report equals one unit of service.

**3.0 STANDARDS/LICENSURE REQUIREMENTS:**

Compliance with the Community Services Block Grant Legislation in the Omnibus Reconciliation Act of 1981 as amended. C.F.R. 45, Part 96 and Community Opportunities, Accountability, Training and Education Services Reauthorization Act of 1998, Department of Health and Human Services Block Grant Regulations, Current Poverty Guidelines updated annually by the Office of Management and Budget.

**4.0 SERVICE REQUIREMENTS:**

- 4.1 Agency shall provide services that are appropriate to the language, culture and geographic location of the target population.
- 4.2 Agency shall provide all personnel, supervision, transportation, staff training, equipment, materials and supplies necessary to perform the community services activities.
- 4.3 Agency shall maintain an advisory committee or board whose members equitably represent the community and which meets at least quarterly.

**5.0 SERVICE GOALS:**

- 5.1 Low-income people become more self-sufficient.
- 5.2 The conditions in which low-income people live are improved.
- 5.3 Low-income people own a stake in their community.
- 5.4 Partnerships among supporters and providers of services to low-income people are achieved.
- 5.5 Agencies increase their capacity to achieve results.
- 5.6 Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.
- 5.7 Agency maintains an advisory board that represents the community service area at-large.

## 6.0 SCOPE OF SERVICES:

- 6.1 The Contractor partners with the Maricopa County One-Stop Center in Gilbert by referring clients who enter our Community Action Program (CAP) seeking assistance. The Contractor's Benefits and Life Skills Coordinator provides employment support for Interfaith Homeless Emergency Lodging Program (I-HELP). Outcomes may include: obtaining documentation for employment; resume development; exploring education and training programs; obtaining benefits that assist with basic needs; researching low income housing. Participants can avail themselves to these services as long as they want to move towards a goal. I-HELP is a rotating emergency shelter for individuals experiencing homelessness. If a CAP client meets the criteria for the shelter, they are referred to the program. I-HELP creates a bridge for clients experiencing homelessness to meet their basic needs and to give the CAP Director and/or the Life Skills Coordinator time to find the appropriate referrals or programs.

The Contractor posts job openings, job fairs and other employment resources from the Gilbert One Stop Center and other resources in the Contractor lobby for the use of the general public. The Contractor shall provide bus tickets to job interviews. As time permits, Good Will of Arizona in Tempe provides a Jobs Coordinator to speak with clients in the front lobby regarding job openings and resources.

- 6.1.1 The Contractor shall provide information and referrals to educational opportunities throughout the Valley. Residents are provided lists/flyers of agencies and programs providing literacy and ESL classes as well as GED programs and youth related programs during the school year and summer. Budgeting, computer classes and parenting skills workshops are offered at Escalante Center and other locations in Tempe. These are available for free or for a small fee.

- 6.1.2 Financial Literacy classes are available quarterly for families at the Escalante Center through a partnership with Arizona SAVES, City of Tempe and Contractor. This Financial Literacy program is taught by volunteers for Arizona SAVES. There are 4, 2 hour sessions. Parents and their children, ages 6 to 13 years, are in their own classes learning about budgeting, savings, home purchase and related issues. When the children attend all sessions, they are rewarded with a \$50 savings bond and everyone receives a certificate of completion. Tempe Community Action Agency advertises the program to Tempe residents through flyers and notices in food bags.

Families participating in the Tempe Community Action Agency Holiday Toy Shoppe were required to attend one of our 1 hour Holiday Budgeting classes or have proof of attending one through Tempe Community Action Agency Health Start Program or another community program. There were five classes offered between October and December including one in Spanish with over 100 parents attending. Special materials were developed. Tempe Community Action Agency staff shall expand on this program next year by starting earlier in the year.

- 6.2 The Contractor shall partner with the City of Tempe Housing Department to notify the public of weatherization and home repair programs that are available. The Contractor case management process includes an evaluation of client assets, available income and home safety. To address the immediate crisis the Contractor Human Service Specialist shall determine eligibility for services and provides assistance with one or more basic services to stabilize the client and his/her family. To assist with housing, the Specialist provides the client with a listing of affordable rentals; refers the client to the City of Tempe Section 8 Housing Department or other housing agencies.

The Specialist shall provide the client with information about participation in a variety of programs that can reduce monthly expenses including participation in the weatherization program; utility and phone discount programs; and replacement and deposit assistance programs. Each of these initiatives can provide the extra assistance that stabilizes the client's family and permit them to enjoy a suitable living environment.

If a client is homeless when he/she arrives, the Specialist shall connect the client with alternative housing, such as shelters/transitional housing programs such as I-HELP, La Mesita Family Shelter, UMOM and Save The Family. Based on availability, a motel voucher for short-term housing may be available while other options are researched and contacted.

6.2.1 The Contractor is housed at the Tempe Escalante Community Center. The facility has various resources available to the community including childcare; summer programs for youth; after-school programs; opportunities for learning; adult learning classes and transportation resources such as the light rail and the free local bus circulator. Clients are referred to the existing programs and information is available in the Contractor lobby.

6.2.2 Contractor staff participates in local community advocacy efforts including services that improve the lives of the individuals and families in Tempe. The Contractor works with local police, fire and the Tempe faith community on a variety of initiatives including CPR training, emergency/disaster relief training and the TCAA holiday toy drive. At the Escalante Center and Senior Centers, information on identity theft, avoiding scams and other health related workshops are presented and announcements are posted and available in each lobby. Various nonprofit agencies, ASU, and government programs visit each senior center to speak about health and safety topics; such as arthritis management, medication review, nutrition topics, stress & coping techniques, and stroke awareness. In addition, health screenings shall be provided in partnership with ASU and volunteer doctors. These include blood pressure checks, child immunizations, podiatry checks, diabetes management and cholesterol checks. Fitness activities shall also be provided at the senior center locations and include; water fitness, line dancing, Silver Sneakers, strength walking and falls prevention.

In addition to public safety, the Contractor works with local health organizations such as the Arizona State University College of Nursing, volunteer doctors and Mountain Park Health Center to provide free wellness checks; immunization clinics; prenatal care and free health/wellness visits to a local doctor.

The Contractor board and staff advocate shall serve on committees with the Tempe City Council and staff to ensure human services funding and equitable consideration for low income services for Tempe residents in all Tempe neighborhoods.

6.3 The Contractor's Senior Center's shall have a Site Council to meet monthly to discuss and plan activities at the Center and field trips. On average, each Council shall have 7 to 10 members who attend that Center on a regular basis and are clients or former clients of the CAP program.

The Interfaith Homeless Emergency Lodging Program (I-HELP) has a management team composed of community partners and I-HELP participants are invited. They oversee the operations including recruiting new sites and volunteers; organizing the meal program; special events and fundraisers.

The Contractor has a worksite for four low income Title 5 eligible part-time staff, one Veterans Administration Retraining worker and two Public Allies.

6.3.1 The Contractor does not operate an IDA or home purchase program. Customers are referred to New Town CDC, a Tempe nonprofit that runs an IDA program as well as home ownership, foreclosure prevention and financial literacy programs.

6.3.2 Volunteers shall be trained, monitored and recognized by program staff, the board and administrative staff.

6.4 The Contractor maintains partnerships with social service providers including: A New Leaf: La Mesita Family Shelter, United Food Bank, Paz de Cristo, Community Bridges, Tai Chi Buddhist Foundation, Save The Family, Good Shepherd, Foundation For Senior Living Housing Programs and others. Ongoing communication assists in serving as many residents as possible especially

with food and financial assistance including those who are housed with other programs such as Sobriety Living, Southwest Behavioral Health and Magellan.

The Contractor shall assemble a meeting of this group and others to discuss water and heat related issues, homeless program updates and food resources. All these agencies also participate in Project Homeless Connect and other events targeting the low income and homeless residents of Tempe.

- 6.4.1 The Contractor shall expand assistance to serve the residents of Tempe by reaching out to local businesses and corporations to obtain needed resources. The Contractor Board and staff shall meet with local leaders and participate in or serve as Board members on other community organizations. Some examples of those organizations include; Tempe Leadership, Tempe Chamber of Commerce, Tempe Emergency Assistance Ministries, Tempe Community Council, Kiwanis Club of Tempe, and Tempe Rotary. The Contractor shall partner with several local corporations throughout the year. The Contractor has established linkages with SRP, APS, Chase Bank, Motorola, Intel, Honeywell, many small businesses, the City of Tempe, Tempe Homeless Advisory Commission, and the City of Tempe Council Sub-Committee on Affordable Housing.

The Contractor shall staff a presence at community events; agency collaborative and services to target a population that is not aware of social services.

- 6.4.2 The Contractor shall promote the services provided and the needs of the community served. The following outreach efforts are in place:
- Agency Brochures – updated yearly.
  - Agency Marketing Packet – includes history, current projects, fast facts about community need and census data, current needs of the agency, and volunteer opportunities.
  - Website & Online Newsletter – [www.tempeaction.org](http://www.tempeaction.org). The Contractor shall update the website with current news stories and information relevant to the organization. The e-newsletter is sent monthly with upcoming events, client stories and information about the agency.
  - Annual Report – includes service data and financial information.
  - Press Releases – Press Releases are sent out whenever Contractor has a project or newsworthy topic that the public should be aware of. We receive frequent press in the local papers as well as The Arizona Republic.

- 6.5 The Contractor staff shall attend trainings and conferences throughout the year. Each new staff is provided a detailed orientation and peer-to-peer development before assisting clients. The Contractor shall attend trainings provided by Maricopa County and Arizona Community Action Association (ACAA).

- 6.5.1 The Contractor staff and volunteers shall attend orientation and sign a waiver stating they have read and understand the Contractor's policies and procedures, including client confidentiality and HIPPA regulations. The signature page of the employee handbook shall be kept in the employee's personnel file. A yearly compilation of in-house and off-site relevant training shall be completed by staff and placed in their file.
- 6.5.2 Employees and volunteers shall attend orientation where all policies and procedures are reviewed and each person signs a statement verifying that they agree and understand all policies and procedures. Throughout the year, the policies are reviewed at Board meetings, staff meetings and one-on-one with the CAP/Senior Action Program Managers and the Financial Analyst. The grievance/problem solving procedure shall be posted in the front lobby and copies shall be available at the front desk .
- 6.5.3 The Contractor's Non-Discrimination policy shall be located in the Employee Handbook. The policy shall be covered during orientation between employee and supervisor and throughout the year at staff meetings.

6.5.4 The Contractor has been securing funding from sources in the community to enhance the funds received from the County for CAP services. Sources of funding include; Valley of the Sun United Way, City of Tempe, corporate grants, the First Crush Charity Gala and individual donations. Additional funding allows for basic service such as rent assistance, utility assistance, food boxes, motel vouchers, bus vouchers, grocery store vouchers, and special projects.

In-Kind donations include:

- Space from the City of Tempe and the City of Scottsdale is valued at \$323,676 per year;
- In-kind support through volunteers valued at \$618,159;
- Space and food at the local faith communities for I-HELP is valued at \$187,200 per year;
- The First Crush Charity Gala donated services are valued at \$40,000;
- Food Pantry in-kind and Holiday Toy Shoppe donations total \$36,000 per year.

6.6 The Contractor administers the Health Start Program in the Tempe area. The program serves pregnant and parenting women and their children throughout the Tempe community, and targets several lower income and high-risk neighborhoods. Special populations served include Hispanic and Asian families who may experience language and/or cultural barriers to care, teen parents, and families who are homeless or at risk for becoming homeless. The program provides prenatal education and training to new mothers and can assist them for up to two years after their child is born. Services provided through home visits and group classes include: emotional support, parenting, pregnancy and prenatal care, nutrition, labor and delivery, well-woman care, post partum depression, domestic violence, infant and child development, families with special needs, elements of case management, and home safety. The Contractor partners with the ASU Health Clinic at Escalante Center and Mountain Park Health Center at St. Luke's Hospital to ensure a healthy delivery and postnatal care. The Contractor received a small grant from First Things First to incorporate children's food boxes program. Quarterly events are scheduled where baby food, formula, fruits, cereals, vegetables and other healthy options are available to families, free of charge.

6.6.1 The services of the Contractor shall be available equally to all clients who are eligible. The Contractor complies with the Americans with Disabilities Act and the policies and procedures shall be included in the Employee Handbook, including a Language Assistance Plan. Human Service Specialists shall be trained to assist people with disabilities including accepting relayed telephone calls from deaf clients. All services within City of Tempe facilities meet the commitment to equal access to all people. Parking spaces shall be provided for disabled clients and the building is accessible along a wide walkway. There shall be no curbs to hinder wheelchair-bound clients and the doors shall be handicapped accessible. There shall be no barriers to enter the building and none in the service areas where clients are served. Restrooms shall be handicap accessible as well.

6.6.2 The Contractor employs 7 staff and a Title 5 employee who are bi-lingual in Spanish and translate and understand the Hispanic culture and the local neighborhood issues. Refugees from African and Asian countries utilize Contractor services and invite caseworkers, family or friends to assist with an interview or other needs. Appointments with hearing impaired individuals use the TTY system or the internet and translation services are secured for appointments. Larger print documents shall be made available upon request.

6.7 Advisory Board: The Contractor shall maintain an advisory committee or board whose members equitably represent and reside in the Community Service Area as defined in this proposal. The membership of the board must include at minimum one individual whose income is at or below 125% of Federal Poverty Level. Residency within the agency host community\* shall not be a requirement for membership on the board. The board shall meet at least quarterly and in compliance with Arizona open meeting laws. The Advisory Board shall review at least annually Community Action Program grievance and confidentiality policies and procedures, and results of

satisfaction surveys or similar tools used by the agency to gauge client and/ or community satisfaction with services. These activities shall be documented in the board meeting minutes.

(\*Host community is defined as where the agency is physically located.)

- 6.7.1 The Contractor Board of Director's membership shall compose of community residents who are interested in and dedicated to Contractor's mission and active in addressing poverty issues for many years. The Board's Service Committee is the Community Action Program's community advisory board. The Service Committee reviews the agency Strategic Plan; helps to identify community needs, recommends program changes and implements events and projects in support of services. Board and Committee membership conforms to the MCHSD requirements.

The Contrator maintains a network of 4 different client Senior Site Councils in support of the agency's governing Board of Directors. Recruitment is conducted through personal invitation by staff and current members to community members who support the programs for seniors including facility neighbors, partner organization and other interested community members. Members of the Senior Site Council have also been members of the Contractor Board of Directors.

- 6.7.2 The recruitment process is open to any SAP participant and community residents who are interested in issues related to seniors. Participation is voluntary and there are no membership dues. Meetings are conducted by the Chair with staff advisement.

The following process is followed for Contractor's Board of Directors:

The Nominations Committee shall identify needs on the Board in terms of strategic initiatives being implemented; expertise needed, desired partnerships and needed resources.

Board members or staff members who wish to nominate a candidate shall complete a nomination form and submit to the Board Chair. The Nominating Committee, chaired by the outgoing President and Secretary (or designees) shall be convened in March to bring a slate of nominees to the Board. Criteria shall include: expertise, connections, personal resources, availability, interest and past service. The preferred candidates shall be contacted to inquire of their interest in serving on the Board. The Nominating Committee shall present recommendations to the Board in May. Voting shall take place in June.

- 6.7.3 Diversity is maintained on the Board, Site Councils and I-HELP Advisory. The Contractor has representatives from all ethnic groups, religions, income levels, family make-up, business types represented in the entire service area.

When a member leaves the Board, every effort shall be made to replace that person with someone that represents the same interests or perspective. The Contractor maintains a matrix of relevant experiences of each Board member to highlight where possible gaps in membership may be, and recruit based on those needs.

- 6.7.4 The Board reviews current program/projects as well as any gaps in service area. The Board members evaluate and make recommended changes to areas of growth or downsize if applicable. The Board shall review surveys conducted by various CAP programs and the CAP Director shall attend each of the meetings as well as other administrative staff. All recommendations are brought to the Contractor Board of Directors for vote and approval.

- 6.7.5 The Board shall meet monthly, except for the month of December and July. Tentative dates for FY 2011 include; August 3, 2010, Sept. 7, 2010, Oct. 5, 2010, Nov. 2, 2010, Jan. 4, 2011, Feb. 1, 2011, March 1, 2011, April 5, 2011, May 3, 2011, and June 7, 2011.

- 6.7.6 The Contractor Executive Director, Director of Operations and CAP agenda, and the Communications and Event Coordinator shall take the minutes and maintain agendas of

the meetings. Minutes and agendas shall be printed and kept in a central file at the administrative office. Minutes from the I-HELP Advisory Team are recorded by a member. The Site Council minutes and decisions shall be recorded by the Site Supervisor and kept on record.

6.7.7 The Contractor shall partner with Tempe Community Council (TCC) to conduct environmental scans and identify issues regarding human services in the Tempe community. A specific topic such as homelessness or aging is profiled and TCC compiles data that considers needs, resources and gaps in service. The data is gathered, a report is generated and TCC assembles a community task force to research any issues and makes recommendations to the Tempe City Council on a course of action. The Contractor Board shall review the task force report and make recommendations on steps the agency shall take to fill the gaps identified. In addition to the task force reports, Contractor staff shall research and assemble information available from the US Census, MAG and other local reports to identify needs and at risk populations.

6.7.8 The Contractor Board, Advisory Board and sub-committees shall look at outcome measures and the tools in place to evaluate the effectiveness of the programs. Examples for outcome measures in the CAP program include:

- The yearly Food Pantry Survey conducted in the spring.
- The 30 day follow-up to clients who have had an appointment with Contractor for rent/mortgage, utility and other services. This is passed out daily.
- Unmet Needs spread sheet is a simple count of daily callers for rent, utility and other needs and a count of the call-ins on utility appointment day and rent appointment day.
- The Health Start Program implements pre and post learning surveys for the education classes.
- The Senior Sites implement a Nutritional Assessment twice a year to all meal participants. The Senior Satisfaction Survey is administered to Home-delivered Meal and Congregate Meal participants in May of each year.
- The Board of Director's implements a yearly Staff Satisfaction and Board Satisfaction Survey. These are both administered in the fall of each year.

Evaluations shall take place during the fiscal year (July 1-June 30) and completed by June 30.

## **7.0 MATERIALS/SUPPLIES PROVIDED BY MCHSD:**

MCHSD Community Services Division (CSD) may provide training, technical assistance and monitoring as well as reporting forms.

## **8.0 REPORTING REQUIREMENTS:**

Contractor shall:

- 8.1 Submit a Monthly Agency Financial Invoice by the 10<sup>th</sup> business day of each month; and final invoice for the fiscal year due no later than the 7<sup>th</sup> business day.
- 8.2 Submit MCHSD/CSD CAP Quarterly Reports no later than the 10<sup>th</sup> business day after the end of the quarter.
- 8.3 Submit an Annual In-Kind Leveraging Report no later than 45 days after the end of the Contract Year.
- 8.4 Submit other programmatic reports that may be required by MCHSD/CSD.

MCHSD reserves the right to add, remove, or revise reporting requirements at their discretion.



## EXHIBIT B-1

### SCOPE OF SERVICES

#### FINANCIAL AND CRISIS CASE MANAGEMENT SERVICES

##### 1.0 INTENT:

- 1.1 Financial and Crisis Case Management Services are provided by Community Action Programs to individuals or families in order to enhance their functionality and/or integration into the community, and through which the needs and eligibility of the individuals applying for/receiving services are determined. For those individuals eligible, appropriate services are identified, obtained or provided, and recorded. Information and referral services shall be provided as appropriate.
- 1.2 Crisis case management services shall respond to unique situations when there is an inability to provide for basic needs, and to stabilize the immediate and emergent needs of the client. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent and rental deposit assistance and utility assistance.

##### 2.0 UNIT OF SERVICE:

One unit of service equals one service provided such as one referral, one food box, or one utility assistance payment.

##### 3.0 STANDARDS/LICENSURE/PROGRAM INFORMATION:

- 3.1 Contractors shall comply with all federal, state and county regulations related to specific funding sources used. Additionally, all Contractors shall comply with the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services* and shall be responsible for keeping the handbook updated as program regulations and guidelines change.
- 3.2 Specifically, federal, state and county regulations shall be the responsibility of the Contractor to follow and may include, and is not limited to:
  - 3.2.1 Federal Low Income Home Energy Assistance Program regulation as well as the State of Arizona Low Income Home Energy Assistance State Plan. Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981.
  - 3.2.2 Federal Social Services Block Grant Regulations.
  - 3.2.3 Federal Emergency Shelter Grant Regulations (24 CFR 576.53-576.57(a).
  - 3.2.4 Federal Community Services Block Grant regulations as well as the State of Arizona Community Services Block Grant State Plan.
  - 3.2.5 Utility, Repair, Replacement and Deposit Assistance Guidelines.
  - 3.2.6 State Short Term Crisis Services Program Regulations.
  - 3.2.7 Federal TANF Regulations as related to the provision of Emergency Assistance.
  - 3.2.8 State of Arizona Housing Trust Fund State Law and Program regulations.
  - 3.2.9 State and Federal Client Confidentiality Laws and Regulations.
  - 3.2.10 Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Non-Financial and Utility & Emergency Assistance Services.

- 3.3 Crisis case management is the process by which eligibility for financial assistance is determined and received. Available resources for basic and emergent needs are categorized as follows:
  - 3.3.1 Financial Assistance (i.e. rent, utility, mortgage assistance)
  - 3.3.2 Information and Referral
  - 3.3.3 Utility and Telephone Discount Programs (enrollment)
  - 3.3.4 Goods and materials provided (i.e. food boxes, clothing)
  - 3.3.5 Home Repair/Weatherization (i.e. application intake or referral to home repair programs i.e. weatherization)
  - 3.3.6 Non-Financial Assistance (face-to-face provision of services i.e. case management, energy conservation education, assistance with forms completion such as for AHCCCS)
- 3.4 Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services provides detailed information on services that can be provided, client eligibility regulations and guidelines, application and documentation procedures and service dollar limits for Maricopa County funded financial assistance.
- 3.5 Financial assistance services funds are not included in agency contracts. These funds shall be retained by Maricopa County Human Services Department (MCHSD) and are made available to Contractors through the HSD Online Client Data System. Applications for financial assistance must be completed via the HSD Online Client Data System. MCHSD shall make payments directly to vendors (i.e. utility companies and/or landlord) upon authorization by MCHSD.

#### **4.0 SERVICE REQUIREMENTS:**

- 4.1 Contractor shall provide services that are appropriate to the language, culture and geographic location of the target population.
- 4.2 Contractor shall provide on-site financial assistance services at multiple locations within the specified service area, as determined during contract negotiations.
- 4.3 Contractor shall provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform the following tasks to provide financial and crisis case management services.
- 4.4 Contractor shall utilize the HSD Online Client Data System to document and record all services provided which are supported by MCHSD funds. Data entry must be complete by the 5<sup>th</sup> business day of the following month.
- 4.5 Contractor shall ensure that applications for MCHSD funded assistance are reviewed for quality prior to sending hard copy to MCHSD for payment authorization.
- 4.6 Contractor shall ensure that completed applications for financial assistance are received by MCHSD within five days of application intake.

#### **5.0 SERVICE GOALS:**

- 5.1 To assist energy burdened low-income households in meeting their residential utility needs.
- 5.2 To assist households in improving housing conditions and lowering utility costs through home weatherization or repair or replacement of utility related appliances.
- 5.3 To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.

- 5.4 To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
- 5.5 To assist low-income families in accessing or maintaining telephone service through enrollment in the Telephone Assistance Program (TAP) or the Lifeline Telephone Discount Program.
- 5.6 To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
- 5.7 To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
- 5.8 To assist low-income energy burdened households maintain self-sufficiency through enrollment in various utility discount programs.
- 5.9 To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.

## **6.0 SCOPE OF SERVICES:**

### **6.1 Policies and Procedures for Financial and Crisis Case Management Services:**

- 6.1.1 The Contractor employs 7 employees who are bilingual in Spanish including the receptionist and the Human Services Specialists who translate for Spanish speaking customers. All intake, food pantry and Health Start enrollment forms shall be in Spanish and English. Financial assistance, Health Start, Life Skills, Health Insurance, I-HELP and Food Pantry services staff shall be located in the Escalante Center which is located in northeast Tempe. This area is predominately low income dominated by older citizens and Hispanic families. The Escalante Center is in close proximity to the light rail and the free Orbit bus system.
- 6.1.2 The Contractor has offices and public areas which shall be handicap/wheelchair accessible. Staff receive periodic training on recognizing and working with mentally challenged and those with disruptive behaviors. The Contractor contracts with an agency to provide interpretive services for deaf customers. The ADA policies shall be included in Section 3.6.2 and 3.6.3 of the Contractor's Employee Handbook:
- 6.1.3 Tempe residents shall be invited to make appointments for electricity, gas, turn-on services, water and Telephone Assistance enrollment assistance by calling 480-350-5880 at 8:00am on Thursday mornings. Rent, mortgage, move-in assistance, weatherization appointments shall be made on Friday mornings at 8:00am.  
At the time of a call, the Senior Clerk shall ask basic information by asking: "Are you a resident of Tempe?" "What month are you needing rent/mortgage assistance?" "Have you received assistance from Tempe Community Action Agency in the past?" If the caller does not live in Tempe, the correct CAP number shall be provided. If a caller needs rent/mortgage assistance for the following month, the correct date to call back shall be provided. If a caller has received assistance, their information is shall be entered into the MCHSD data base to check dates.

The Senior Clerk shall take the caller's name and phone number and the Human Services Specialist shall call the resident to discuss their crisis. By the end of the day, (Thursday for utility related appointments and Friday for rent/mortgage appointments.) callers shall be contacted and interviewed with questions which assist the Human Services Specialist in determining the crisis; the immediacy of the crisis; funding options and interim solutions between the call and the time and date of the caller's application intake appointment. Applicants with more immediate crisis shall be scheduled for the following Monday or Tuesday.

In order to ensure an efficient and complete appointment, documents shall be reviewed verbally while information that is needed to document the situation shall be discussed and noted on the document cover sheet. A copy is made of this cover sheet to keep in the office while the original is clipped to the landlord documents required. Applicants shall be encouraged to pick up the application packet as soon as possible so that landlords can be contacted and documents assembled. If the packet is not picked up by Monday morning, the applicant shall be called and reminded.

An applicant requesting assistance with their landlords/mortgage companies and/or the utility company from the Human Services Specialist with an assurance that the applicant has an appointment, may help to avoid a utility shut-off, or a reprieve from eviction until the following week.

Individuals who schedule appointment times or come into the lobby and identify themselves as currently homeless and who do not have a home to move to shall be counseled about the temporary housing resources that shall be available in Tempe or other parts of the Valley. If a family calls or comes into the office in with the same circumstances, temporary/transitional housing options are outlined. If these options are unavailable, Tempe Community Action Agency shall assist with up to 3 nights of lodging. In both circumstances, food shall be provided and clients shall be encouraged to discuss options with a Human Services Specialist.

The Community Action Program Director shall be available to meet with the customer receiving services. The Contractor shall not promise the utility company a payment for a household, until the customer presents required documents, and the Contractor shall make an appointment for that person. In situations where applicants do not have the documents, another fund source shall be considered.

- 6.1.4 Applicants unable to make an appointment during regular business hours, shall be accommodated by staff coming in early or staying after hours. During the summer, the Contractor staff shall periodically schedule utility assistance appointments on Saturday mornings.
- 6.1.5 The Contractor staff shall conduct home visits for applicants unable to attend appointments at Contractor offices – at their request. Also, the Telephone Assistance Program shall be processed by mail with telephone and data entry follow-up.
- 6.1.6 The Contractor shall use “private funds” which are used when applicants do not qualify or have the required documents for MCHSD distributed funds or these funds have been depleted. The Contractor staff shall maintain partnerships with local agencies such as the Salvation Army and St. Vincent de Paul.

On an emergency basis, the Contractor shall offer food; overnight shelter for singles through I-HELP; refer to family shelter and transitional housing program; short-term lodging assistance; job postings; local bus tickets; enrollment in Arizona state health insurance and health programs for pregnant women.

- 6.1.7 Applicants contacted for prescreening for utility, rent or other appointments, shall be evaluated and informed, verbally and in writing, what documents must be presented at the time of the appointment. The applicant shall present information on their citizenship and income status which determines their ability to pay rent/utilities in the future. Persons with a rent/mortgage appointment shall pick up a packet with documents that require completion by their landlord and a list of the documents they shall present. Unreturned packets and phone calls from clients shall result in opportunities for residents on the “waiting list” be called and pre-screened for an appointment.

During the applicant’s appointment a brief synopsis about their situation, Citizenship and future income shall be entered in the data base along with other resources offered, energy education and staff time spent on behalf of the client. Each HSS and

Utility Specialist shall be responsible for entering their own information and completing the HSD application and hard file. Some cases present challenging circumstances and staff shall meet to review cases and make a determination on eligibility. At other times, the applicant does not present the needed documentation and, if it's determined that the applicant can obtain the information in a reasonable time, another appointment shall be made for a return visit. Entry into the HSD System shall not begin until the applicant presents the needed information or documentation.

- 6.1.8 The Contractor shall follow the requirements described in the MCHSD Community Services Division Program Policy and Procedures Handbook – for all funding sources. These requirements are kept consistent in utilizing funding from other resources.

Applicants are provided, over the telephone and in writing, a list of the documents that must be presented at the time of their appointment – in order to qualify for services. These documents shall be visually verified, copied, stamped and placed in a hard file. This file shall be kept in the secured file room.

For MCHSD funded financial assistance services:

- 6.1.9 The bottom of the Screening Form for financial assistance, which outlines required personal documents and crisis information, shall also lists applicants' rights and references procedures to report grievances and problem solving. During an applicant's interview, the staff shall inform the client and distribute the MCHSD Client Rights and Responsibilities form. In addition, qualifying clients shall receive a copy of the Notice of Approval/Denial/Appeal For Services form in person or mailed within 24 hours of service.

If a resident, applicant or client is displeased with the Contractor services, the Problem Solving form, with instructions for the process, shall be provided.

- 6.1.10 When an application for services has been completed using funds through MCHSD and staff has assembled all the pertinent documentation that shall be sent to the county, it is placed on the Senior Human Services Specialist mailbox. At least twice a week, the applications are reviewed before being mailed. If there are missing documents etc., the application is given back to the staff for corrections and completing the file. It is then mailed to MCHSD.

The Senior Human Services Specialist or CAP Director is responsible for reviewing applications before submittal to MCHSD for their approval and process of payment.

- 6.1.11 The Contractor staff shall complete their own correction and respond to the MCHSD staff in the designated time frame. Staff shall assist one another with difficult corrections. The CAP Director shall follow up with completion of the correction in a timely manner.
- 6.1.12 Vouchers shall be kept in a secure location in the Senior HSS office. Staff shall obtain the voucher, as needed, from this location, complete it, have it signed by the Senior HSS or CAP Director and provide it to the client to obtain the landlord signature. Most clients return the voucher in person to the front desk others or landlords shall mail in the form. From the front desk, the vouchers are placed in the Finance Dept. staff mailbox which shall be located in the secured file room.
- 6.1.13 Client paperwork shall be completed in the MCHSD database and a file is completed to include all necessary documents. To avoid utility shut off, the guarantee is faxed immediately after the appointment. If the utility is off, a call to the utility Customer Service Rep. alerts them to the customer's needs for reestablishing utility services as soon as possible. Otherwise, guarantees shall be faxed to each utility company daily – by 4:00pm. A report from the fax machine verifies that the transmission is successful. Both papers are placed in a notebook so that any discrepancies can be traced, if needed.

6.1.13.1 The Contractor staff shall process applications for assistance by the end of the business day to ensure a guarantee is received by the utility company and/or client's landlord receives/signs a Financial Assistance Voucher to avoid eviction.

6.1.13.2 The Contractor staff shall call the vendor on behalf of the client and advocate for required services. For instance, if a utility vendor agrees to wait, the applicant shall be scheduled an appointment within a business day. An extension is granted by the utility company as a provision of their in-house equipment policy for emergency medical conditions. In addition, the contractor has some availability of funds for lodging assistance for families as well as I-HELP overnight shelter for single individuals who are homeless or medically at risk.

6.1.14 Copies of the Energy Saver's Tips booklet provided by MCHSD are kept in the Contractor lobby and staff offices – in Spanish and English. Discount Program information flyers and posters from the utility company are posted in the lobby and offices.

6.1.15 Contractor staff shall have Spanish and English booklets available on their desks to provide to the client at the appointment time. Clients are asked to review the booklet. Staff shall answer questions and point out to the client some specific tips in the booklet. In particular, those clients with large bills are encouraged to discuss why they feel their bills are so high and staff shall provide energy education based on their needs and problem areas. Staff providing utility assistance shall be responsible for documenting their education and referrals in the applicant's HSD case notes.

The Energy Savers Brochure is kept in the lobby and made available to anyone who is using the Contractor's other services.

## 6.2 Information & Referral:

6.2.1 During case management appointments, clients' needs shall be assessed for financial assistance as well as other non-financial services that shall help the individual or family move towards general stability. Most clients voluntarily share information about their current situation with housing, relationships, medical problems and employment. Staff interjects with follow-up questions pinpointing issues that are related to their situation. Staff shall target services are helpful and provide written or verbal information on resources within the community. As the online application is completed, staff enters case notes or non-financial codes into the HSD Online Client Data System noting the resource either in general or by specific name (ie referred to Maricopa Workforce Center).

In addition, Community Information and Referral is an extremely important function of all the CONTRACTOR CAP staff for the general public who call or walk into the offices. Up to date information is provided in various ways; including, printed information, direct referrals for particular needs, phone, and face to face discussion. Through discussion with the public and clients, staff are aware of issues of concern affecting Tempe residents including resources for rent and utility assistance; food; health care; transportation (bus tickets and Dial-A-Ride); clothing; low cost housing; Section 8; job information and furniture resources. Information regarding community resources is available in the lobby or resource books in the reception area. The Escalante Center has a computer lab that is available for internet searches and service applications.

An average of about 4 residents per week call for general information regarding basic needs services other resources available. The Contractor uses the community's information and feedback when developing or enhancing new services. Two Contractor staff assists residents with completing DES applications.

- 6.2.2 Contractor shall maintain established waiting list of Fountain Hills and Tempe residents beginning in August 2009. Priority is granted to applicants with a non-working appliance/air conditioner.

The weatherization/repair/replacement appointments are similar to rental assistance appointments. Residents on the list are contacted; financial requirements and required documents are reviewed; all documents are assembled and reviewed in a face to face appointment. The Contractor staff have received assistance by MCHSD Weatherization Program staff in processing applications which shall continue in order to alleviate the demand. The required documents and application shall be forwarded to MCHSD.

- 6.2.3 Brochures for all programs shall be available in the lobby for the general public and clients requiring food assistance. Staff providing applicants with financial assistance shall have applications for discount programs in their office and shall offer this information and assistance completing forms.

- 6.2.4 Two (2) Contractor's staff shall assist residents with completing forms for health insurance and food stamps. Residents, individuals and families, shall schedule Contractor staff and make an appointment and bring in their documentation and apply. The staff completes the application on-line and faxes the information to DES. All further correspondence goes to the applicant unless there is a request for more or missing information. The applicant may return to utilize the expertise of the Contractor.

Staff also provides outreach at the Tempe EITC/VITA site, community health fairs, Head Start sites and school activities.

#### **7.0 MATERIALS/SERVICES PROVIDED BY MCHSD:**

- 7.1 Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services.
- 7.2 Training and technical assistance on:
- MCHSD funded Utility & Emergency Assistance service programs
  - Use of the HSD Online Client Data System
  - Required Reports and Forms
- 7.3 Program monitoring.
- 7.4 HSD Online Client Data System.
- 7.5 MCHSD Financial Assistance Vouchers.
- 7.6 Other forms as required.

#### **8.0 REPORTING REQUIREMENTS:**

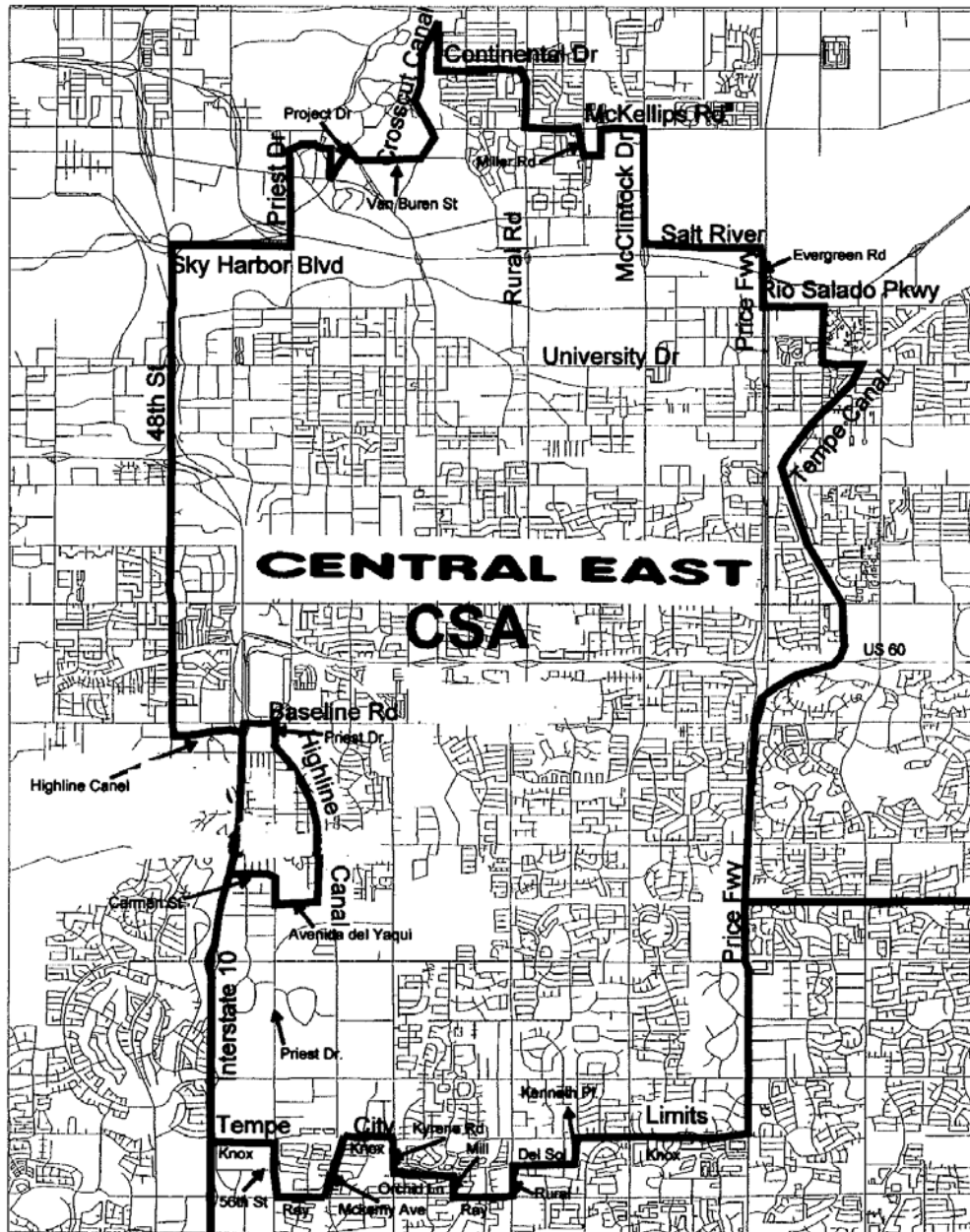
Contractor shall:

- 8.1 Submit a Monthly Agency Financial Invoice no later than the 10<sup>th</sup> business day of each month.
- 8.2 Submit other reports as required by MCHSD.
- 8.3 Submit reports to: Maricopa County Human Services Department, Community Services Division, 234 N. Central Avenue, Suite 3000, Phoenix, AZ 85004.

MCHSD reserves the right to add, remove, or revise reporting requirements at their discretion.

# EXHIBIT C

## CSA MAP





## EXHIBIT D

## FACILITY LOCATION CHART

Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

<b>NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED</b>	<b>CONTRACT SERVICE(S)</b>	<b>SUB</b>	<b>DAYS &amp; HOURS OF OPERATION</b>	<b>GEOGRAPHIC COVERAGE</b>
Tempe Community Action Agency, Inc. Escalante Community Center, 2150 E. Orange St., Tempe, AZ 85281 Phone: 480-350-5880 Fax: 480-350-5894          Administrative Office   Same as above	Community Action Program & Financial and Crisis Case Management Services	N/A	Monday-Friday 8:00 AM-5:00 PM	City of Tempe & Fountain Hills Central East CSA

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- |  |   |  |  |  |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                   | <input type="checkbox"/> Washington's birthday      | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day    |
| <input checked="" type="checkbox"/> Martin Luther King JR's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur    | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday                          | <input type="checkbox"/> Good Friday                | <input checked="" type="checkbox"/> Labor Day        | <input type="checkbox"/> Columbus Day  | <input checked="" type="checkbox"/> Christmas Day    |

OTHER HOLIDAYS:

- ☒ Day After Thanksgiving      ☐ Floating Holiday –      ☐ Day Before Christmas      ☒ Caesar Chavez  
Day  
(specify)      (specify)

**TEMPE COMMUNITY ACTION AGENCY, 2150 E. ORANGE ST, TEMPE, AZ 85281**

PRICING PAGE: NIGP CODE 9525501

Terms:	NET 30
Vendor Number:	W000001261 X
Telephone Number:	480-350-5880
Fax Number:	480-350-5894
Contact Person:	Beth Fiorenza
E-mail Address:	<a href="mailto:bethf@tcaainc.com">bethf@tcaainc.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2011.</b>